REMARKS

By this amendment, claims 29-50 are pending, in which claims 1-28 have been previously canceled without prejudice or disclaimer, and no claims are withdrawn from consideration, currently amended, or newly presented.

The final Office Action mailed October 6, 2008 rejected claim 29 under 35 U.S.C. § 112, second paragraph, claims 29-41 as obvious under 35 U.S.C. § 103 based on *Domenikos et al.* (US2001/0047386) in view of *Anderson et al.* (US 2002/0091572), claims 42-48 as obvious under 35 U.S.C. § 103 based on *Anderson et al.* (US 2002/0091572) in view of *Domenikos et al.* (US2001/0047386), claim 49 as obvious under 35 U.S.C. § 103 based on *Anderson et al.* (US 2002/0091572) in view of *Mackenthun* (US 5,969,318), and claim 50 as obvious under 35 U.S.C. § 103 based on *Anderson et al.* (US 2002/0091572) and *Mackenthun* (US 5,969,318) in view of *Bellosguardo* (US 7,222,097).

With regard to claim 29 and the rejection thereof under 35 U.S.C. § 112, second paragraph, the subject language "user account information" relates to the prepaid services to which a given user subscribes. MPEP §2173.02 states that definiteness of claim language must be analyzed, not in a vacuum, but in light of: (A) The content of the particular of the application disclosure; (B) The teachings of the prior art; and (C) The claim interpretation that would be given by one possessing the ordinary level of skill in the pertinent art at the time the invention was made. As explained in the specification, at page 1, for example, a user may subscribe to one or to a plurality of prepaid services, including, for example, prepaid calling cards, paging, cellular, and Internet access. Each of the prepaid services may be provided by a separate service provider. In order to save time and effort on the part of a user who wishes to access some or all of the prepaid services to which he/she subscribes, rather than requiring separate access by telephone, individual web sites, etc., Applicant provides for storage of a "profile" of each user,

profiling exactly to which prepaid services a particular user has subscribed. When the user wishes to access one or more prepaid services, e.g., to add more time to a prepaid calling card, the user accesses a system whereby all of the prepaid services to which the user subscribes (albeit from different service providers) are presented to the user and the user can then choose one or more of the prepaid services he/she desires to access.

In view of the above reasoning, reference is made to claim 29, which recites, "a database configured to store a plurality of user profiles, each user profile specifying **user account information identifying the prepaid services of a plurality of the prepaid service providers**, wherein the web portal is further configured to transmit the user account information stored in a user profile to a respective user." That is, the profile for each user relates to which service providers and/or which prepaid services each user subscribes. A "plurality of user profiles," e.g., one profile for each user, is stored in a database. Each user profile specifies "user account information" and this "user account information" is defined within the claim itself, as "**identifying the prepaid services of a plurality of the prepaid service providers**." That is the definition of "user account information" within the context of the claim is clear and definite. It is immaterial as to whether such user account information is an account number associating a particular user to a particular service provider, or the actual name of the prepaid service of service provider, etc., so long as the user profile identifies, in some manner, "the prepaid services of a plurality of the prepaid service providers" to which the user subscribes, as claimed.

Accordingly, the Examiner is respectfully requested to withdraw the rejection of claim 29 under 35 U.S.C. § 112, second paragraph.

The rejection of claims 29-48 as obvious under 35 U.S.C. § 103 based on *Domenikos et al.* and *Anderson et al.* is respectfully traversed.

Applicant's prior arguments, at pages 9-10 of the response of August 25, 2008, remain valid. That is, for the reasons set forth therein, the combination of *Domenikos et al.* and *Anderson et al.* fails to set forth a *prima facie* case of obviousness with regard to independent claim 29 since there is no teaching in either reference of transmitting to a user, "user account information stored in a user profile," where that user account information identifies "the prepaid services of **a plurality of the prepaid service providers**." While *Anderson et al.* provides interfaces for a prepaid service, the prepaid system 50 of *Anderson et al.* relates to only a single service provider. Accordingly, there is no "user account information identifying the prepaid services of a **plurality of the prepaid service providers**" transmitted to "a respective user," as claimed.

The only response to this argument in the latest Final Office Action of October 6, 2008 is that "in light of the rejection under 35 U.S.C. 112, second paragraph, above, the references teach the claimed limitation as best understood by Examiner, given its broadest reasonable interpretation" (Final Office Action-page 14).

Thus, the Final Office Action fails to dispute Applicant's distinction of the instant claimed subject matter over the applied references. Applicant has explained, above, why the rejection of claim 29 under 35 U.S.C. § 112, second paragraph is flawed. Accordingly, in order to properly reject this claim under 35 U.S.C. § 103, the applied references must disclose or suggest at least "user account information identifying the prepaid services of a **plurality of the prepaid service providers**" transmitted to "a respective user." Since neither *Domenikos et al.* nor *Anderson et al.* teaches or suggests this claim feature, no *prima facie* case of obviousness has been established.

Moreover, to whatever extent the Examiner believes the claim to be so indefinite as not to be able to ascertain the clear meaning of the language employed therein, no proper rejection

under 35 U.S.C. § 103 may lie, as it can only be made through speculation. *See In re Steele*, 305 F.2d 859, 134 USPQ 292 (CCPA 1962).

Accordingly, the Examiner is respectfully requested to withdraw the rejection of claims 29-41 under 35 U.S.C. § 103.

Applicant also respectfully traverses the rejection of claims 42-48 under 35 U.S.C. § 103 based on *Anderson et al.* in view of *Domenikos et al.*

Claim 42, for example, recites "receiving **a request**, at a web portal, from a user among a plurality of users **for information relating to a plurality of prepaid services** offered by a plurality of prepaid service providers, the request including a selection of one of the prepaid services input by the user; and **retrieving a profile** for the user, **the profile specifying user account information corresponding to one or more of the prepaid services of each of the plurality of prepaid service providers**; and transmitting the information relating to the prepaid services for presentation to the user **according to the profile**."

The Final Office Action again takes the position that *Anderson et al.* discloses these features but for a "plurality of services being offered by a plurality of service providers," relying on *Domenikos et al.* for that feature. However, it is precisely because *Anderson et al.* fails to disclose a "plurality of services being offered by a plurality of service providers," that *Anderson et al.* cannot disclose a request from a user "**for information relating to a plurality of prepaid services** offered by a plurality of prepaid service providers." Any information requested by or presented to a user in *Anderson et al.* relates to a service of **a single** service provider, as there is but a single prepaid system 50 disclosed in *Anderson et al.* The user can view the particulars of a prepaid or postpaid account, e.g., the customer can view prepaid and postpaid calls (Paragraph [0029]) of that service. But the customer in *Anderson et al.* cannot retrieve a user profile, where the profile specifies "user account information corresponding to one or more of the prepaid

services of each of **the plurality of prepaid service providers**." That is, at best, a user in *Anderson et al.* may request information relating to a prepaid service from a single service provider and the information relating to that prepaid (or postpaid) service may be viewed by the user. The user in *Anderson et al.* is not presented with **information** relating to a **plurality** of prepaid services offered by **a plurality of prepaid service providers**, along with a selection of one of the prepaid services input by the user. Rather, the user in *Anderson et al.* is able to switch from prepaid to postpaid services, and vice-versa, offered by a **single service provider**.

The reliance by the Final Office Action on *Domenikos et al.* to provide for this deficiency of *Anderson et al.* is misplaced because while *Domenikos et al.* provides for consumers to purchase products such as services online and in real time from a plurality of different vendors, there would have been no reason, absent impermissible hindsight, to modify *Anderson et al.* in such a manner as to provide for user interaction with a plurality of vendors. *Anderson et al.* relies on a single prepaid system 50 that allows users to view information relating to a single prepaid service. The prepaid system 50 may be integrated with a billing system 20 to enable the user to replenish the prepaid service. The user may be permitted to "perform lookups of payments and balances on their prepaid and postpaid accounts" (paragraph [0029]). However, there is nothing to suggest that a **single** prepaid system 50 set up **by a single service provider** to allow access to that service provider's customers should be expanded to include information relating to a **plurality** of service providers, even in the face of the teaching by *Domenikos et al.* of purchasing services from a plurality of service providers. The prepaid system 50 of *Anderson et al.* belongs to but **a single service provider** and that single service provider is not likely to share its property, including customer databases, profiles, and sensitive financial information, with other service providers. Thus, not only is there no suggestion to modify the single prepaid system 50 of *Anderson et al.* in some manner as to permit customers to view

"information relating to a plurality of prepaid services offered by a plurality of prepaid service providers," as recited in claim 42, but all common business sense would dictate that the opposite it true, i.e., that prepaid system 50 of *Anderson et al.* should stay relevant to only a single service provider.

Moreover, if the teaching by *Domenikos et al.* regarding purchasing services from a plurality of service providers were, for some reason, to be applied to the system of *Anderson et al.*, perhaps the best that could be said is that one might modify *Anderson et al.* to provide for a plurality of prepaid systems 50, one for each of the plurality of service providers. However, such a modification, even assuming there was a suggestion to make it, would not provide for "receiving **a** request, at a web portal...for information relating to a plurality of prepaid services offered by a plurality of prepaid service providers, the request including a selection of one of the prepaid services input by the user," because there would need to be a plurality of requests, one for each of the prepaid systems 50. Moreover, there would be no "retrieving **a** profile for the user, **the** profile specifying user account information corresponding to one or more of the prepaid services of each of the plurality of prepaid service providers," as also required by the claim, because a user profile would need to be retrieved from each of the plurality of prepaid systems 50 in the modified system of *Anderson et al.* There would be no single user profile corresponding to one or more of the prepaid services of each of the plurality of prepaid service providers," as required by claim 42.

The latest Final Office Action responds to Applicant's argument by citing *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981) and *In re Merck & Co.*, 800 F.2d, 1091, 231 USPQ 375 (Fed. Cir. 1986) for the proposition that one cannot show nonobviousness by arguing the reference individually when a rejection is based on a combination of the references. Applicant agrees with this rule of patent law but respectfully points out that it is the **combination** that

Applicant is attacking by asserting, for the reasons above, that there is nothing to suggest that a **single** prepaid system 50 set up by a single service provider to allow access to that service provider's customers should be expanded to include information relating to a **plurality** of service providers, even in the face of the teaching by *Domenikos et al.* of purchasing services from a plurality of service providers. There would have been no reason, other than impermissible hindsight, for combining the references in any manner to arrive at the instant claimed subject matter.

The Final Office Action also argues, in response (pages 15-16) that *Anderson et al.* does not relate to but a "single" prepaid service, but may include prepaid telephone and prepaid wireless services, having different payment accounts and balances associated therewith. However, each of these prepaid services is associated with only a **single** service provider and any modification of this teaching of *Anderson et al.* to expand its teachings to a plurality of service providers, as in *Domenikos et al.* would result, at best, in merely a plurality of requests, one for each of a plurality of prepaid systems 50. This would not result in the claimed subject matter because claim 42 recites, "receiving **a** request, at **a** web portal, from a user among a plurality of users for information relating to a plurality of prepaid services offered by a plurality of prepaid service providers, the request including **a** selection of one of the prepaid services input by the user." If there were a plurality of prepaid systems 50, as in a system resulting from *Anderson et al.* as modified by *Domenikos et al.* in a manner suggested by the Final Office Action, a user would need to make multiple requests (one from each such prepaid system 50) if desiring to manage a prepaid service from more than a single service provider.

Accordingly, no *prima facie* case of obviousness has been established with regard to independent claim 42 and the Examiner is respectfully requested to withdraw the rejection of claims 42-48 under 35 U.S.C. § 103.

Applicant also respectfully traverses the rejection of claims 49 and 50 under 35 U.S.C. § 103.

Similar to the reasons above, *Anderson et al.* fails to teach that the prepaid service is provided by a plurality of different service providers and *Mackenthun* does not provide for this deficiency because any modification to *Anderson et al.* to provide for a plurality of different service providers would result in a system having a plurality of prepaid systems 50 and this would not meet the feature, in claim 49, of "presenting, via a web interface, the prepaid service of the first provider and the prepaid service of the second provider as **a bundled service**."

Moreover, Applicant disagrees with the assessment by the latest Final Office Action, at page 10, that *Anderson et al.* discloses such a "bundled service" at paragraphs [0029] and [0030]. Those portions of the reference may recite a "packaged solution," and a "common customer care interface for both prepaid and postpaid services," etc., but this is not a "bundled service" comprising "the prepaid service of the first provider and the prepaid service of the second provider," as claimed, because *Anderson et al.* relates to but a single service provider. There is no first provider and second provider in *Anderson et al.*

Bellosguardo, applied in the rejection of claim 50, in combination with *Anderson et al.* and *Mackenthun*, does not provide for this deficiency in the primary references.

In the latest Final Office Action, the only response to Applicant's argument is a citation, at page 12, paragraph 11, of *KSR Int'l Co. v. Teleflex, Inc.*, 127 S. Ct. 1727, 82 USPQ2d 1385(2007), and a conclusory statement that this decision "forecloses Applicant's argument that a specific teaching is required for a finding of obviousness." The Examiner asserts that "there is a desirability in the convenience of being able to manage multiple accounts at a single portal" and that "the elements of the claimed invention were known…"

It is Applicant's position that *KSR* does not foreclose Applicant's arguments with regard to claims 49 and 50. While the Supreme Court may have curtailed the "teaching, motivation, suggestion" (TSM) test for obviousness in its strict application, the Court still requires some "articulated reasoning with some rational underpinnings" in order to reach the conclusion of obviousness within the meaning of 35 U.S.C. § 103. A mere "desirability" on the part of an artisan does not, *per se*, lead to the conclusion of obviousness. A teaching, by *Anderson et al.*, of accessing different prepaid services of a single service provider, combined with a teaching, by *Mackenthun*, of presenting information relating to a plurality of service providers, would **not** result in the subject matter of claim 49. As explained above, any modification to *Anderson et al.* to provide for a plurality of different service providers would result in a system having a plurality of prepaid systems 50 and this would not meet the feature, in claim 49, of "presenting, via a web interface, the prepaid service of the first provider and the prepaid service of the second provider as **a bundled service**." The proposed combination would not result in the elimination of the need for a separate prepaid system 50 for each service provider and, therefore, there would be no presentation of prepaid services of a plurality of service providers as a "**bundled service**," as required by claim 49. The Final Office Action has presented no "articulated reasoning with some rational underpinnings" that would rebut this position. The Examiner is respectfully reminded that *KSR* is not a magic cloak to be tossed over an applicant's claims, mysteriously nullifying such claims by an Examiner's subjective test as to what would have been obvious. There must still be some "articulated reasoning with some rational underpinnings" presented by the Examiner in order to reach the conclusion of obviousness within the meaning of 35 U.S.C. § 103.

Accordingly, no *prima facie* case of obviousness has been established with regard to independent claim 49 and the Examiner is respectfully requested to withdraw the rejection of claims 49 and 50 under 35 U.S.C. § 103.

Therefore, the present application, as amended, overcomes the rejections of record and is in condition for allowance. Favorable consideration is respectfully requested. If any unresolved issues remain, it is respectfully requested that the Examiner telephone the undersigned attorney at (703) 519-9952 so that such issues may be resolved as expeditiously as possible.

To the extent necessary, a petition for an extension of time under 37 C.F.R. 1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 504213 and please credit any excess fees to such deposit account.

Respectfully Submitted,

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